

AG Contract No. KR96 0547TRN
ADOT ECS File No. JPA 96-19
Project: RAM-600-2-514/H2059 01C
Section: SR-51, Shea - Thunderbird
Thunderbird Road Traffic Interchange

74925
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into 13 June, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its
MAYOR and CITY COUNCIL (the "City").

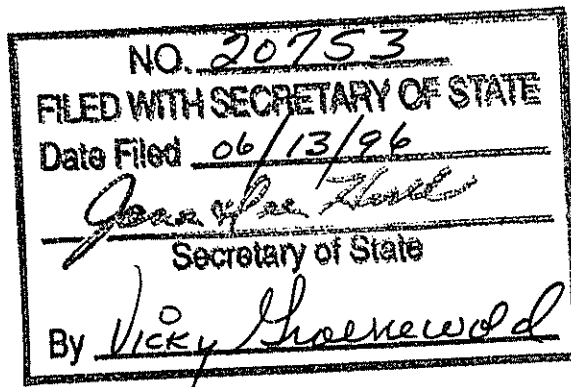
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to SR-51 from Shea Blvd. to Thunderbird Road contemplated by State, the City has requested the State design and construct artistic embellishments to the Thunderbird Road overpass and adjacent embankments, at an estimated cost of \$59,747.00 for design and \$145,985.00 for construction and 14% construction engineering and administration, all at City expense, hereinafter referred to as the Project. The estimated design, construction and 14% construction engineering and administration costs of the City requested Project is detailed on Exhibit A, which is attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



II. SCOPE

1. The State will:

- a. Provide to State standards design plans, specifications and such other documents and services required for a construction bidding and construction of the Project. Coordinate with the City's artist and incorporate City design review comments.
- b. Call for bids, and with the written concurrence of the City, award one or more contracts to accomplish the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State.
- c. Upon completion, approve and accept the Project on behalf of the parties hereto as complete, and provide structural maintenance to the overpass structure.
- d. Upon execution of this agreement, invoice the City for the estimated cost of design of the Project, in the amount of \$59,747.00.
- e. Invoice the City forty-five (45) days prior to construction contract award for the estimated cost of construction and 14% construction engineering and administration of the Project, in the amount of \$145,985.00.
- f. Upon completion of the design and construction of the Project, invoice or reimburse the City any difference between the amount paid by the City and the actual costs for design, construction and 14% construction engineering and administration costs. Include a detailed recapitulation of costs with the invoice (items on Exhibit A only or additional change orders approved by the City).

2. The City will:

- a. Review the design documents and provide comments. Provide the State or it's consultant(s) appropriate artistic input.
- b. Be responsible for any design consultant or contractor claims for extra compensation attributable to the City.
- c. Reimburse the State for the actual cost of design, construction and 14% construction engineering and administration of the Project, in a total amount estimated at \$205,732.00 for design and construction, immediately after 1 July 1996. If final invoice exceed estimated amounts by more than 10%, the City may need to program costs for the following fiscal year.
- d. Upon completion and acceptance of the Project by the State, provide maintenance to Project, including but not limited to (1) trash pickup in and around the bridge site, (2) removal of graffiti on the structure and terrace walls, (3) maintenance and repair to the decorative railings, (4) maintenance of all lighting systems associated with the bridge and terrace walls, and (5) electrical energy to operate the lighting.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007


City of Phoenix
Street Transportation Director
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611

Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

STATE OF ARIZONA
Department of Transportation

By  _____

By  _____
PETER L. ENO
Contract Administrator

ATTEST

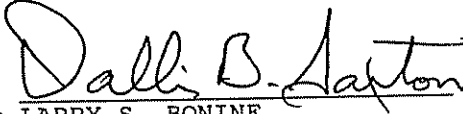
By  _____
VICKY MIEL
City Clerk

1996 MAY 20 PM 2:47
CITY CLERK DEPT. 9

RESOLUTION

BE IT RESOLVED on this 22nd day of February 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the the City of Phoenix for the purpose of defining responsibilities for design, construction and maintenance of artistic enhancement improvements to the SR-51 Thunderbird overpass and embankments.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

Street

RESOLUTION NO. 18708

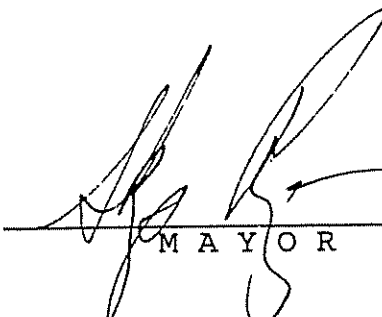
A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PHOENIX FOR IMPROVEMENTS TO THE THUNDERBIRD ROAD AND THE SQUAW PEAK HIGHWAY TRAFFIC INTERCHANGE; AND PROVIDING FOR THE PAYMENT THEREOF.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. That the City Manager be, and is hereby authorized, to enter into an Agreement with the Arizona Department of Transportation for improvements to the Thunderbird Road and Squaw Peak Highway Interchange.


SECTION 2. That the City Controller be, and is hereby authorized, to disburse funds in an amount not to exceed \$205,732 for purposes of this Agreement.

PASSED by the Council of the City of Phoenix
this 8 day of May, 1996.



M A Y O R

ATTEST:



City Clerk

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, the CITY OF PHOENIX and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 28th day of May, 1996.

Michael D. Hawn

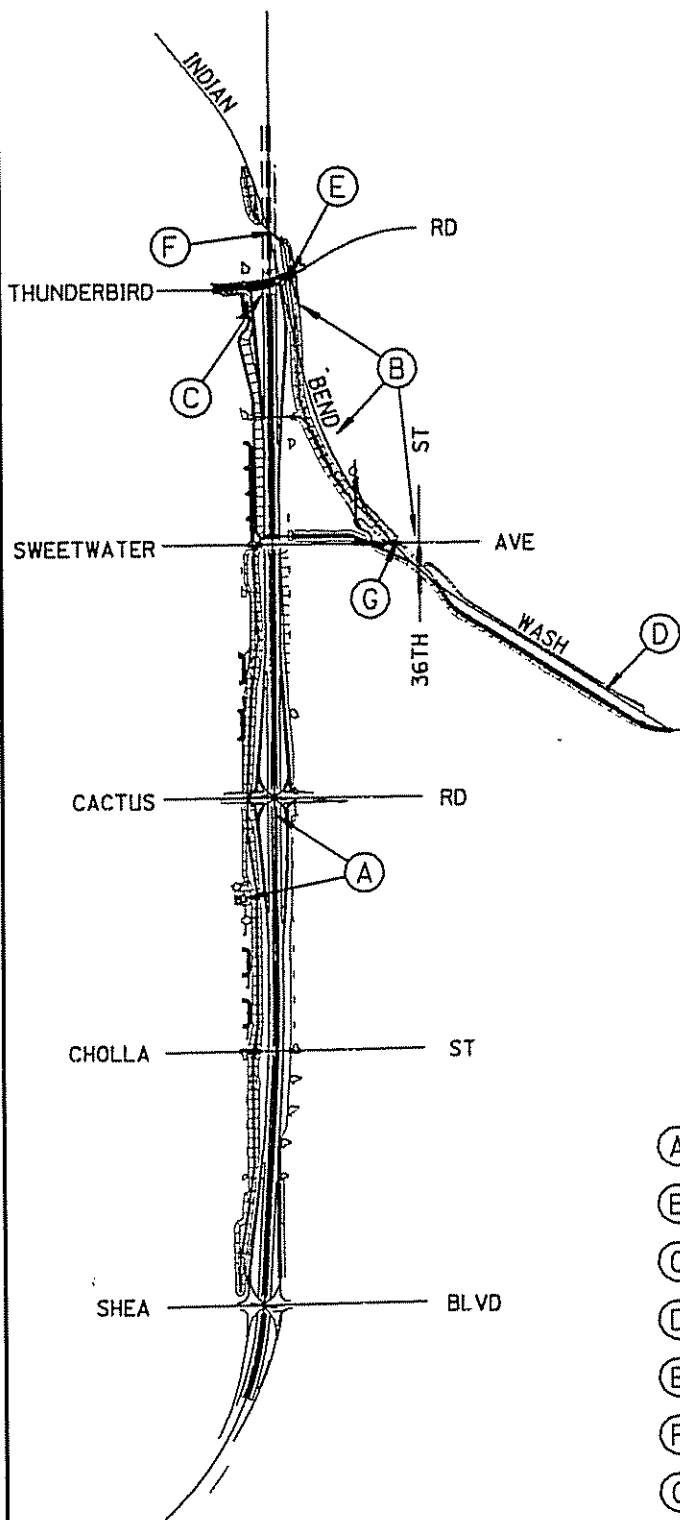
ACTING
City Attorney

**SR 51 - SQUAW PEAK HIGHWAY
SHEA BLVD. TO THUNDERBIRD ROAD**

**RAM-600-2-514
51 MA 009 H 2059 01C**

THUNDERBIRD ROAD T.I.

EXHIBIT A



DRAWING KEY

- (A) STORM DRAIN SIPHON
- (B) 10' CONCRETE PATH
- (C) THUNDERBIRD ROAD OVERPASS
- (D) 12" PVC DRAIN PIPE
- (E) THUNDERBIRD ROAD ARCH CULVERT
- (F) SR 51 ARCH CULVERT
- (G) ADDITIONAL BARREL @ SWEETWATER AVENUE

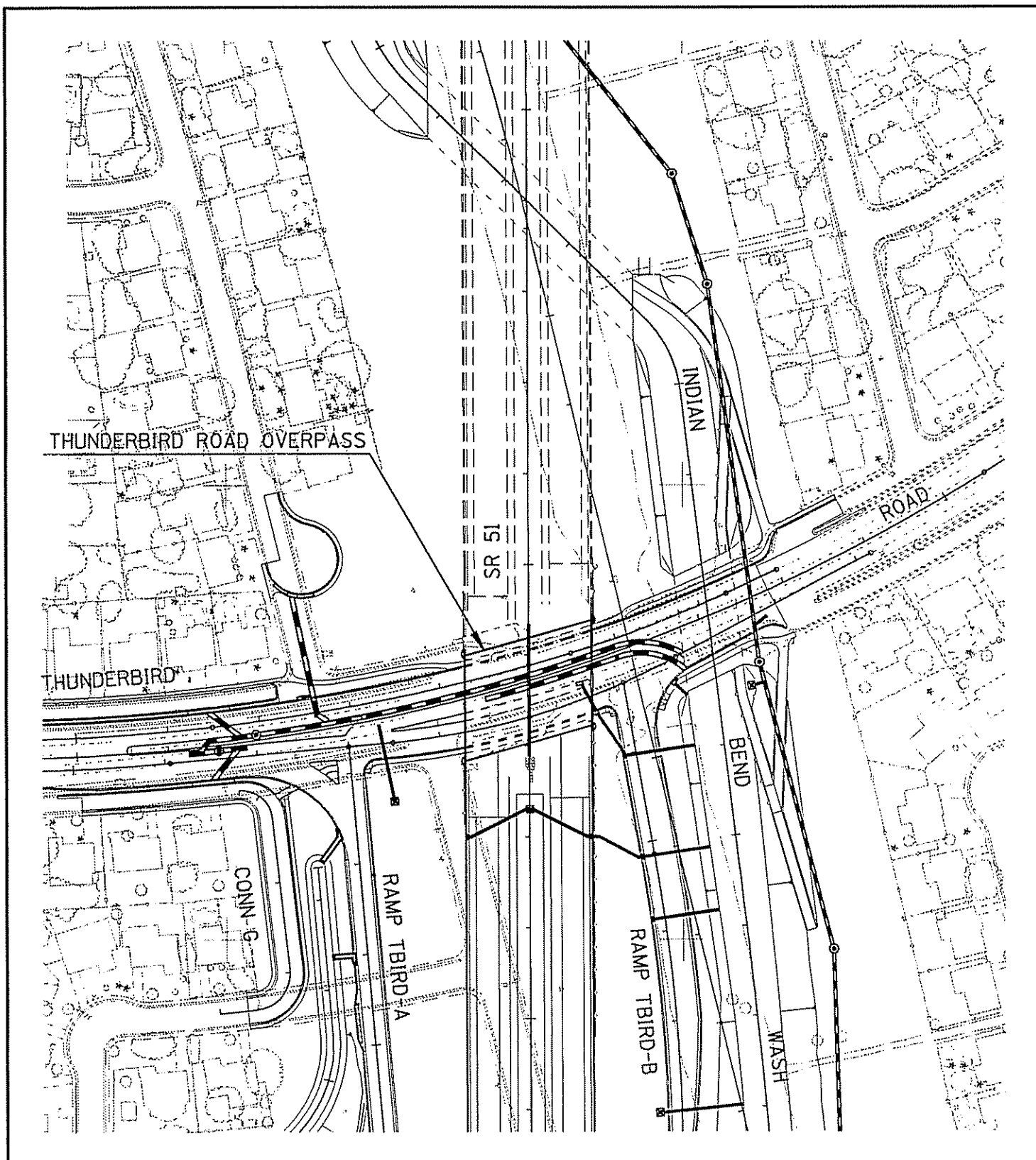
	NAME	DATE
DESIGN		
DRAWN	R HOOKEY	3/96
CHECKED	C SLAGELL	3/96

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

SR 51
LOCATION SHEET

ESTIMATE FOR CITY OF PHOENIX ENHANCEMENTS

Item No	Item Description	Unit	Quantity	Price	Amount
1	III): THUNDERBIRD ROAD ARTISTIC ENHANCEMENTS				
2					
3	1) Artistic Enhancements				
4	9140158G Retaining Wall (MSE)	Sq.Ft.	7,181	17.75	127,462.75
5	9140154G Retaining Wall (Cast-in-Place MSE)	Sq.Ft.	1,387	33.00	45,771.00
6	6110201G Metal Handrail	L.Ft.	318	50.00	15,900.00
7	7360349G Underdeck Lighting	L.Sum	1	3,200.00	3,200.00
8	7360351G Underdeck Lighting (Columns)	L.Sum	1	3,300.00	3,300.00
9	7360363G Structure Lighting System (Terrace Walls)	L.Sum	1	9,600.00	9,600.00
10	9240102G Miscellaneous Work (Formliners)	L.Sum	1	4,900.00	4,900.00
11	8080344G Pipe (PVC)(1 1/2") (Schedule 40)	L.Ft.	75	5.00	375.00
12	Incidental Items				
13	Barrier Rustication	L.Ft.	282	6.00	1,692.00
14	Miscellaneous Electrical	L.Sum	1	7,613.00	7,613.00
15	Structure Blockouts	L.Sum	1	1,600.00	1,600.00
16					
17					



	NAME	DATE
DESIGN		
DRAWN	R HOOKEY	3/96
CHECKED	C SLAGELL	3/96

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

SR 51
THUNDERBIRD RD OVERPASS

TRACS NO. H 2059 01C

600-2-514

ESTIMATE FOR CITY OF PHOENIX ENHANCEMENTS

Item No	Item Description	Unit	Quantity	Price	Amount
1	III): THUNDERBIRD ROAD ARTISTIC ENHANCEMENTS (Cont.)				
2					
3	Deducts				
4	MSE Fasica Wall From Original Design	Sq.Ft.	(4,266)	17.75	(75,721.50)
5	Underdeck Lighting From Original Design	L.Sum	(1)	2,400.00	(2,400.00)
6	Miscellaneous Electrical From Original Design	L.Sum	(1)	5,295.00	(5,295.00)
7	Reduced Area of High Terrace Wall	Sq.Ft.	(560)	17.75	(9,940.00)
8					
9					
10					
11					
12					
13	Subtotal				128,057.25
14	14% E&C				17,928.02
15	Total for Item 3				145,985.27
16					
17					

Firm:	BRW, Inc.	Contract: 95-01
	3003 N. Central Ave., Ste 700	Project No. RAM 600-2-314
	Phoenix, Arizona 85012	Contract Modification No.
Phone:	(602) 234-1591	
Fax:	(602) 230-9189	III): T-BIRD RD ARTISTIC ENHANCEMENTS

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

Estimated Direct Labor

Classification	Estimated Personhours	Average Hourly Rate	Labor Costs
Project Principal	4	\$41.50	\$166.00
Project Manager	78	\$34.28	\$2,674.00
Project Engineer	279	\$32.96	\$9,196.00
Engineer/Designer	206	\$23.47	\$4,835.00
Technician/ Drafter	212	\$12.92	\$2,739.00
Secretary/Clerical	10	\$13.70	\$137.00
Total	789		\$19,747.00

Total Estimated Labor	\$19,747.00	EC10
OVERHEAD Provisional/Maximum @ 150% of (Est Labor)	\$29,621.00	EC20
Total Estimated Labor and Overhead	\$49,368.00	

Estimated Direct Expenses

(Listed by Item at Estimated Actual Cost - NO MARKUP)

Reproduction	\$90.25
CADD	\$1,910.00
Mail & Delivery	\$26.25
Mileage	\$0.00
Supplies	\$0.00

Total Estimated Expense \$2,026.50 EC30

Estimated Outside Services and Consultants

(Listed by Firm at Estimated Cost - NO MARKUP)

Firm	Cost	Method of Compensation (CPNF, LS, etc)
T.Y. Lin International	\$0.00	LS
Aztec Engineering	\$0.00	LS
SHB Agra, Inc.	\$0.00	LS
Harding Lawson Assoc	\$0.00	LS
Premier Eng. Corp.	\$0.00	HRLY
Sonoran Irrigation Design	\$0.00	LS
Bolduc Smiley & Assoc.	\$2,923.00	LS

Total Estimated Outside Services	\$2,923.00	EC40
Total Estimated Cost to Consultant	\$54,317.50	
Net Fee (Direct Labor + Overhead)	\$5,430.00	EC50
x Multiplier 11.0%		

III): T-BIRD RD ARTISTIC E

TOTAL ESTIMATED COST \$59,747.50

CONTRACT TIME 500 CALENDAR DAYS

Signature _____

Date _____

SR 51 - SQUAW PEAK HIGHWAY

Shea Boulevard to Thunderbird Road

Contract No. 95-01

051 MA 009 H 2059 01D

RAM 600-2-314

CITY OF PHOENIX ENHANCEMENTS

III): THUNDERBIRD ROAD ARTISTIC ENHANCEMENTS

1. Artistic Enhancements

BRW/Bolduc, Smiley & Associates

SHEET TITLE	NO. SHEETS	HRS./ SHEET	Proj. Princ.	Proj. Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Surveyor	Survey Crew	Sec./ Clerical	TOTAL HOURS
SR 51 Contouring/Cross Sections	1	20.0		2	2	12	4				20
IBW Contouring/Cross Sections	1	20.0		2	2	12	4				20
Terrace/Fascia Wall Plan	1	36.0		2	19	6	9				36
Terrace/Elevations	2	15.5		2	11	6	12				31
Terrace/Fascia Wall Details	1	68.0		2	35	6	25				68
Abutment End Details	3	78.0		6	100	40	88				234
Railing Details	1	44.0		2	11	6	25				44
Misc. Details	1	36.0		2	11	6	17				36
Contouring Sheet	2	40.0		4	4	48	24				80
Lighting Sheet (BSA)	2	22.0		8	8	12	16				44
General											
Specifications				2	4					2	
Coordination				12	40	24	4			4	84
Quantities					40	40					80
Administration			4	40						4	48
TOTAL - B & S	2	22.0	0	8	8	12	16	0	0	0	44
TOTAL - BRW	13	60.7	4	78	279	206	212	0	0	10	789



TRN Main: 542-1680
Direct: 542-8837
Fax: 542-3646

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

INTERGOVERNMENTAL AGREEMENT **DETERMINATION**

A.G. Contract No. KR96-0547-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 7th day of June, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
c:\jrr\6-iga-jh.wpd